# T-Mobile Experience Program Terms and Conditions (hereinafter referred as "Terms and Conditions")

#### I. General Provisions

- 1. AC Sparta Praha fotbal, a.s., with registered office at Tř. Milady Horákové 1066/98, Praha 7, Postal Code 170 00, ID No.: 46356801, incorporated in the Companies Register administered by the Municipal Court in Prague, file No. B 2276 (hereinafter referred as "we", "our company" or "ACS") operates, with support of our partner T-Mobile Czech Republic a.s., with Tomíčkova 2144/1, Prague 4, 148 00, ID No.: 64949681 (hereinafter referred as "T-Mobile"), program called "T-Mobile Experience Program" (hereinafter referred as "Program"). This Program allows its members to participate in various match and non-match experiences, competitions, and other marketing events as well as the opportunity to receive various benefits and perks (hereinafter referred to as "Events"). The Program includes communication of ACS with you, which includes sending you commercial communications related to this Program or the activities of ACS or T-Mobile.
- 2. These Terms and Conditions govern the terms and conditions of participation in the Program and its realization.
- 3. Membership in the Program is provided free of charge. ACS operates the Program based on its own decision and in the form and scope of operation determined by it. ACS shall be entitled to determine the duration of the Program and to suspend or terminate it at any time in accordance with Article III., Paragraph 6 of these Terms and Conditions. However, ACS intends to operate the Program for at least the duration of 2022/2023 season.

### II. Membership in the Program

- 1. A member of the Program may become a natural person over the age of 16, who for the entire duration of their membership in the Program has an active SPARTA ID user account, has an active phone number maintained by T-Mobile and this phone number is listed in the respective profile in SPARTA ID, who is registered to the Program and meets all Terms and Conditions of the Program. All information and registrations related to the Program or to the Events held under it, is published on the website www.sparta.cz and/or on the Sparta app operated by ACS, with all communications being made solely in the Czech language. The Terms and Conditions for creating and managing a SPARTA ID account are governed by the currently valid General terms and conditions of SPARTA ID, published on the website www.sparta.cz.
- 2. Membership in the Program is confirmed directly in the interface upon successful registration to the Program and/or by e-mail. The member of the Program is entitled to terminate his/her participation in the Program at any time by withdrawal of consent to participate in the Program made in the user's Program interface in his SPARTA ID account.

- 3. With respect to one of the conditions of membership in the Program, which is the disposition of the member with an active telephone number registered with T-Mobile, the member of the Program acknowledges and agrees, when signing up to the Program, that ACS will pass, for the purpose of verifying and fulfilling the conditions of membership in the Program (during the duration of such membership), the information about the telephone number of the member of the Program to T-Mobile. This information is provided to T-Mobile only for the purpose stated above. With respect to the Events held under the Program, it is necessary to verify compliance with above mentioned condition on an ongoing basis, i.e. to verify the current validity of the membership in the Program and the related possibility to participate in the Events held under the Program (including obtaining a certain experience, benefit, advantage, etc.). Failure to meet the above-mentioned condition will result in automatic cancellation of membership, which will be notified to the member of the Program by e-mail. Similar treatment is also applied to those, who are interested in membership, who agree to participate in the Program and upon their registration in the Program, it is found that they do not meet the above-mentioned condition. In that case those who are interested in membership in the Program are informed directly in the interface of the website www.sparta.cz or application.
- 4. ACS is entitled to suspend or cancel your membership in the Program, participation in the respective Event or not to grant the acquired experience, benefit, advantage, etc. in justified cases. The reasons for such action by ACS may consist, in particular, in failure to meet the Terms and Conditions for membership in the Program, violation of these Terms and Conditions or additional conditions of the Event, suspicion of fraudulent behaviour within the Event, violation of legal regulations, good morals, infringement with the good name of ACS, conflict with ACS' policies and interests (e.g., litigation with ACS, etc.). ACS reserves the right to assess the reasonableness of the above-mentioned situations.

## III. Other provisions

- For each individual Event held under the Program, ACS is entitled to set additional terms and conditions (hereinafter referred to "Additional Terms"). Any Additional Terms will be published by ACS when the relevant Event is announced and/or within the login interface of members of the Program to relevant Event.
- 2. The Member of the Program acknowledges that the nature, scope, and number of Events held under the Program and the experiences, benefits, advantages, etc. presented therein are determined solely by ACS and are not provided by any guarantee od warranty of any kind.
- 3. If, in accordance with the Additional Terms for particular Event, a certain experience, benefit, advantage, etc. is delivered to physical address of the member of the Program, the condition for providing of certain experience, benefit or advantage, is that the member of the Program has delivery address in Czech Republic, unless otherwise is expressly stipulated by ACS.
- 4. As part of the Events, your responses and various content may also be provided or recorded which may also be in the form of an author's work, communication with you or other expressions of a personal nature (hereinafter referred to as "Content"). Unless otherwise is stated in Additional Terms of the particular Event, by participating in the particular Event you agree and acknowledge, that ACS is entitled to publish such content together with your name

or likeness (if you provided it to us in connection with the Event) on its websites, in applications or profiles on social networks for the purpose of informing about the realization of the particular Event, its evaluation, including related promotion of the Events and the entire Program.

- 5. ACS reserves the right to assess disputed situations arising during or in connection with the Events or with membership in the Program.
- 6. ACS is entitled to modify, interrupt, or terminate the Program at any time. Members of the Program will be informed about such modification, interruption, or termination. In case of modification or termination at least 14 days before the end date of the Program. Any modification, interruption, termination of the Program, malfunction of the interface through which the Program is made available to members, or other failure to provide the Program or the impossibility of participation in the Event and obtaining the experiences, advantages or benefits does not establish the right of members or third parties to any compensation or right to any experience, benefit, advantage, or alternative performance.

#### IV. Personal date protection

1. For the purposes of provision of membership in the Program or the realization of particular Events within the Program, it is also necessary to process personal data of members of the Program. Complete information about processing of your personal data by ACS, as the controller of personal data, can be found on the website www.sparta.cz in the section Privacy Protection. The member of the Program is required to provide this information truthfully and completely and is obliged to inform ACS about their change.

## V. Final provisions

- 1. Rights and obligations resulting from Program and in connection with it are governed by these Terms and Conditions and legal order of the Czech Republic.
- 2. If any provision of these Terms and Conditions is or becomes invalid or unenforceable, the valid legal regulation (which approximates the invalid or unenforceable provision) shall be applied instead of such invalid or unenforceable provision. The validity of these Terms and Conditions is not affected by the invalidity or unenforceable of any provision.
- 3. ACS is entitled to modify these Terms and Conditions. ACS will publish information about such modification on the website www.sparta.cz and/or in the SPARTA ID user's interface, no later than 14 days before the effectiveness of the modification.

These Terms and Conditions become valid and effective on 1st September 2022